



PRINTED NAME OF BIDDER

REFUSE DUMPSTER REPAIR PARTS

Invitation to Bid No. 120160 Issued: July 2, 2012

PURCHASING BUREAU CONTACT: Roslyn Phillips, Purchaser, 585-428-7042

BID OPENING: Monday, July 16, 2012 at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appear immediately following the signatory page and are incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: 1 YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: PRICE LISTS (SEE SPECIFICATIONS)

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



REFUSE DUMPSTER REPAIR PARTS

1. SCOPE

The intent of this specification is to establish a contract for 2, 4, 6, 8, & 9 yard Refuse Dumpster Repair Parts.

2. CLASSIFICATION

- 2.1 The repair parts required are the entire line contained in the current Container Components Inc. catalog or City approved equal. The line consists of Duraflex dumpster lids, wheels, side doors, sheet metal components, and hardware.
- 2.2 A bidder must maintain a \$30,000 inventory of Container Component parts (or City approved equal) for the duration of this contract.

3. DELIVERY GUARANTEE

- 3.1 For all items, delivery shall be made within three (3) days of receipt of order. If shipment cannot be made within this time, purchase may be made in the open market pursuant to paragraph 35 of the General Conditions and Instructions to Bidders.
- 3.2 Shipment of emergency items shall be made immediately.
- 3.3 Agency shall also be accorded "over-the counter" service, as applicable.

4. APPLICABLE PUBLICATIONS

2012 Container Components Inc. Products catalog or other City approved catalog.

5. PRICE LISTS AND SERVICE

- 5.1 Two (2) complete current price lists must be included with the bid.
- 5.2 Up to two (2) additional price lists must be supplied to the Purchasing Agent within ten (10) days of written request. Failure to provide price lists as requested shall constitute breach of contract.
- 5.3 The contractor must also, upon request, assist in understanding how to properly use the catalogs.

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6. INVOICES AND PAYMENT

6.1 Payment will be based on any invoice used in the contractor's normal course of business. However payment will not be made unless the invoice is clearly legible and contains at a minimum all of the following information:

- A. Accurate item description.
- B. Catalog number of the item.
- C. Quantity.
- D. Unit Price per item.
- E. Net total cost to the City, after discount.
- F. City contract number.
- G. Date of delivery.
- H. Location of delivery.

6.2 The responsibility to submit a properly completed invoice rests entirely with the contractor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.

7. GUARANTEES

7.1 The bidder guarantees that the replacement parts offered are genuine standard new stock products specifically designed and manufactured for use with original equipment, and are identical in all respects to original equipment manufacturer's replacement parts; also that no part shall substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall be immediately replaced by the contractor without any cost to the City.

7.2 The City reserves the right to purchase in the open market the replacement for any defective part not replaced by the vendor within 48 hours after notification to the vendor of such defect. In such instance any excess re-procurement cost may be deducted from monies owed to the contractor.

7.3 In the event a specified manufacturer's commodity listed in the Proposal and subsequent Contract Award becomes unavailable a product deemed by the Purchasing Agent or his designee to be an equal may be substituted by the contractor.

8. QUALIFICATIONS OF BIDDERS

8.1 In addition to all items specified under paragraph 23 of the General Conditions and Instructions to Bidders, the City may consider the following in determining a bidder's responsibility:

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- 8.1.1 That the bidder has in operation a parts facility adequate for the services specified herein.
- 8.1.2 That the bidder employs qualified personnel to render prompt, efficient and quality service.
- 8.1.3 Previous performance under City contracts, or contracts of sufficient and comparable size with other customers.
- 8.2 The City of Rochester may inspect the bidder's facility and require submittal of such additional information as may be requested to verify the bidder's responsibility.
- 8.3 MANUFACTURER'S CERTIFICATION

If requested, bidder must submit a certificate executed by the manufacturer, stating that he is an authorized agent, dealer or distributor of the manufacturer.

9. CONTRACT PERIOD

- 9.1 It is the intention of the City to enter into a contract for a term of approximately one (1) year, commencing on September 1, 2012 and ending on August 31, 2013.
- 9.2 The City may extend the contract under the same terms and conditions for two (2) years or less, from date of expiration, provided such extension is mutually agreeable.

10. PRICE

- 10.1 Price for parts shall be determined by applying the bidder's stated discount to the manufacturer's price list specified herein, and subsequent revisions thereof by the manufacturer. CONTRACTOR SHALL NOTIFY THE PURCHASING AGENT IN WRITING A MINIMUM OF TWO WEEKS PRIOR TO REVISION OF PRICE LIST AND SHALL SUBMIT TWO COPIES OF REVISED PRICES. NEW MANUFACTURER'S PRICE LISTS MAY BE SUBMITTED BY THE CONTRACTOR NOT MORE OFTEN THAN AT NINETY (90) DAY INTERVALS.
- 10.2 Bidder shall quote single percentage discount only. BIDS CONTAINING MULTIPLE DISCOUNTS ARE SUBJECT TO REJECTION.
- 10.3 If bid is based upon a price list other than that specified herein, the bid must be accompanied with a copy of such list.
- 10.4 The City is exempt from State Sales and Federal Excise Taxes. This should be considered when quoting discount.

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10.5 ALL ORDERS SHALL BE PRICED F.O.B. DESTINATION (210 Colfax Street, Rochester, NY 14606), including unloading at storeroom door of agency. Exceptions to this provision must be clearly stated in the Proposal.

10.6 For emergency orders, agency may request shipment by other than normal method. The difference in transportation charges will be borne by the ordering City agency. Such charges should be shown separately, on the voucher.

11. BASIS OF AWARD

11.1 The contract award shall be based on the highest discount offered by a responsive and responsible bidder.

11.2 The City reserves the right to inspect a vendor's warehouse to verify his/her ability to supply/deliver the hardware required under this bid.

12. QUANTITIES

12.1 Quantities are indefinite. Contract shall be for the actual quantities ordered during the contract period.

12.2 The City reserves the right to advertise for unanticipated requirements of substantial quantities in the best interests of the City, at the discretion of the Purchasing Agent.

13. PACKAGING

All items furnished must be new and in the Container Components (or City approved equal) manufacturer's individual original standard package, clearly marked as to part number and contents.

14. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

15. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 15.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor.
- 15.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 15.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

PROPOSED DISCOUNT ON CONTAINER COMPONENTS PRODUCTS, INCLUDING DURAFLEX PRODUCTS

_____ % DISCOUNT

PRODUCT CATALOG USED _____

PRICE COLUMN USED _____

DATE OF PRICE BOOK _____

Authorized Signature

Typed Name of Authorized Signature

Typed Name of Company

(Continued through Page 7.)

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PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone Fax No.

Date: _____

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____